



TOWN OF COLMA

REQUEST FOR PROPOSAL

Serramonte Boulevard and Collins Avenue

Master Plan

Date Released: April 24, 2017

Town of Colma
Department of Public Works
1198 El Camino Real
Colma, CA 94014-3212

Proposals Must be Received by 2:00 p.m. on May 25, 2017

**REQUEST FOR PROPOSALS
FOR
SERRAMONTE BOULEVARD AND COLLINS AVENUE
MASTER PLAN**

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TOWN OF COLMA
SERRAMONTE BOULEVARD AND COLLINS AVENUE
MASTER PLAN

SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Town of Colma (Town) is seeking proposals from multi-disciplinary firms, consultants and consultant teams (Consultant) to provide professional services for preparation of the Serramonte Boulevard and Collins Avenue Master Plan (Project). Proposals should include information demonstrating experience in civil and traffic engineering, land planning, urban design, landscaping, sustainability, and economic development. Consultants must demonstrate extensive experience in community outreach processes utilizing broad public involvement in the creation of the Master Plan.

The selected Consultant will work closely with the steering committee consisting of project managers and representatives from the Public Works/Engineering, Planning, City Administration, and Police Departments (Town Staff), provide conceptual design alternatives and final concept design for the improvements needed along Serramonte Boulevard and Collins Avenue as specified in this Request for Proposal (RFP).

2. BACKGROUND

Serramonte Boulevard is generally an east-west arterial street that serves the Town's commercial area, and is a thoroughfare that connects traffic to and from the Interstate 280 Freeway; Daly City's commercial area; Junipero Serra Boulevard; El Camino Real (State Highway 82); and Hillside Boulevard. It has two travel lanes and sidewalk in each direction, except on the north side of the corridor between El Camino Real and Hillside Boulevard where no sidewalk exists. Refer to Exhibit 1 for Site Vicinity Map.

Serramonte Boulevard is the busiest commercial corridor in Town, with major car dealerships (Serramonte Auto Row), neighboring restaurants, businesses, Town Hall, cemeteries, shopping centers and big-box stores fronting the roadway. Business activities along Serramonte Boulevard are vital to the Town's economic well-being. It should be noted that at the time of the release of this RFP, a new CarMax dealership is being constructed on an approximately 8 acres site located on the south side of Serramonte Boulevard between the Acura dealership and the Lucky Chances cardroom.

Collins Avenue is a two-lane collector which connects El Camino Real at its east end and Serramonte Boulevard at its west end. It has a wider right-of-way to accommodate street parking and sidewalk along both sides between El Camino Real and about half way up to

Serramonte Boulevard. Sidewalk and parking exist on the south side only from the mid-block to Serramonte Boulevard. Collins Avenue serves a retirement/assisted living community, car dealerships, auto body shops, a concrete vault manufacturing plant and assorted small light-industrial businesses. The existing three-legged Collins Avenue and Serramonte Boulevard intersection has no traffic signals or crosswalks.

Due to incremental developments along Serramonte Boulevard and Collins Avenue over several decades, both corridors lack uniformity in improvements, appearance, and landscape themes. In addition, both corridors lack safe and continuous pedestrian and bicycle facilities, adequate on-street parking, and dedicated turn lanes to and from the businesses.

3. INSTRUCTIONS TO PROPOSERS

This RFP seeks proposals from interested and qualified Consultants to prepare a Master Plan for Serramonte Boulevard and Collins Avenue. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and facilities.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant team for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section VII, "Proposal Evaluation and Selection Process", of this RFP.

There will be a pre-proposal conference scheduled for **Wednesday, May 3, 2017, at 2:00 P.M.** in Colma Community Center, 1520 Hillside Blvd, Colma, CA 94014, where the Town will provide an overview of the project's scope of work, discuss the existing project conditions, and answer any questions. This is a non-mandatory meeting, but interested Consultants are highly encouraged to attend.

Questions and clarification inquiries about this RFP must be received by **2:00 P.M., Wednesday, May 10, 2017** and should be directed in writing or via email to:

Town of Colma
1198 El Camino Real
Colma, CA 94014-3212
Telephone: (650)757-8888
Fax: (650)757-8890
Attention: Abdulkader Hashem
Email: abdulkader.hashem@colma.ca.gov

Responses to questions and clarification inquiries that do not provide an unfair advantage or new information to the Consultant submitting the question will be answered directly without formal record or addenda. Responses that provide new information or changes to the RFP documents will be issued to all proposers as addenda to the RFP.

Consultants are directed to submit one (1) original and four (4) hard copies of proposals and one (1) electronic copy in PDF format on a USB Flash Drive. All printing shall be double-sided (duplex). **One (1) original cost proposal shall be submitted in a separate sealed envelope** from the proposal in accordance with Section V, "Proposal Requirements", of this RFP. The proposal packages, including hard copies of the proposal, the cost proposal and the USB Flash Drive containing the electronic proposal, shall be delivered to Town of Colma no later than **2:00 P.M. Pacific Standard Time (PST), Thursday, May 25, 2017**. The proposal package shall be submitted as a sealed package clearly marked "**Serramonte Boulevard and Collins Avenue Master Plan**" to the following address:

Town of Colma
Department of Public Works
1198 El Camino Real
Colma, CA 94014-3212

Proposals received after the time and date specified above will be considered nonresponsive and will be held unopened for Consultant pick-up at the delivery location.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant prior to the deadline to submit proposals.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The anticipated Consultant selection schedule is described in the Tentative Project Schedule below:

TENTATIVE PROJECT SCHEDULE

EVENT	ESTIMATED DATE
RFP Release Date	April 24, 2017
Pre-Proposal Meeting (non-mandatory)	May 3, 2017
Deadline to Submit Written Questions	May 10, 2017
Release of Responses to Written Questions	May 17, 2017
Proposal Submission Due – 2:00 p.m.	May 25, 2017
Interviews with Highest Ranked Proposers	Week of June 12, 2017
Consultant Selection	By June 30, 2017

SECTION II – PROJECT OBJECTIVES

The Town of Colma has a vision that Serramonte Boulevard and Collins Avenue will be developed into a dynamic and vibrant corridor intertwined with significant and sustainable businesses, with great connectivity from east to west and north to south with the surrounding areas and intermodal transportation network. The scope of the desired Master Plan is not limited to beautification, but should also include vehicular traffic improvements, bicycle and pedestrian mobility and safety, and green infrastructure. The plan must provide an economic development scheme which addresses the connection between the expected cost of the improvements and the incremental rate of return from increased business activities in the study area. The economic development scheme in the plan should also suggest funding and implementation strategies. While the primary focus is to improve Serramonte Boulevard, the study area also includes Collins Avenue, a parallel east-west street that also requires needed improvements.

The purpose of the Project is to prepare a Master Plan for Serramonte Boulevard and Collins Avenue in accordance with the Town's vision, directions from the City Council and Town Staff, and addresses the concerns of major stakeholders. The Master Plan improvements for both corridors are intended to address the following elements:

- **Economic Development Potential** to support and increase commercial business activities while creating a dynamic and sustainable business district which can respond to the changing market conditions.
- **Land Use and Urban Design** elements that sustain and enhance the function and unique identity of Serramonte Boulevard and Collins Avenue.
- **Streetscape and Traffic Improvements** to provide safe, accessible, attractive, and vibrant corridors with a cohesive design and aesthetic elements.
- **Sustainability** of design alternatives to promote sustainable development and green infrastructure along the corridor.

As the first step towards realizing the Town's vision, the Master Plan will determine the conceptual design alternatives, identify the improvements needed, and ensure that they can positively contribute to the economic viability and return on investment for the Town.

SECTION III – SCOPE OF WORK

The scope of services requested for this Project must include, without limitation, the following elements:

1. Economic Development:

- Review, comment and/or expand the analysis in the Town's existing Economic Development Plan prepared by Bay Area Economic (BAE) in 2012 for the study area only (document posted on Town website – Planning Department).

- Review the 2014 Town of Colma Land Use and Urban Design Study prepared by Dyett and Bhatia and consider the impact of implementation of the land uses in the plan within the study area, particularly the Town Center opportunity site at the southwest corner of Serramonte Boulevard and El Camino Real (document posted on Town website – Planning Department).
- Analyze the current market situation for auto and retail uses, create projections for future growth and changes, and identify potential development opportunities within the study area.
- Provide strategies on how to respond to changing market conditions as well as evolving needs of the auto industry.
- Analyze the costs and benefits of implementing a comprehensive streetscape improvement plan in the study area and weigh the projected cost of public improvements with anticipated additional investment and added revenue generation to offset improvement costs.
- Prepare a list of financing and funding options which explain how the costs of improvements within the study area can be funded. This should include both public and private funding options.
- Produce a summary of conclusions and recommendations about the nature and feasibility of implementing the Preferred Alternative within the study area.

2. Land Use/ Urban Design

- Review current zoning regulations and identify obstacles that inhibit economic investment and business expansion (Municipal Code posted on Town website).
- If required, recommend new zoning regulatory strategies based on the community outreach results. Prepare urban design guidelines for improvements in the public realm to include public infrastructure and facilities, transportation networks and linkages while considering sustainable design.
- Develop **three (3)** distinct conceptual alternative plans which clearly show the range, type and extent of uniform and high-quality urban design plans to strengthen the local characteristics of Serramonte Boulevard and Collins Avenue.
- Prepare cost estimate for each alternative.

3. Traffic Study/ Circulation

The Consultant shall become familiar with existing traffic, circulation and access in the study area, and shall provide an analysis of the roadway, parking, bicycle and pedestrian circulation system which incorporates but is not limited to the following components:

- Perform traffic counts for vehicular, pedestrian, bicycle and other modes of traffic and analyze these traffic movements at the major intersections, roadways and turning into and out of adjacent businesses (driveway counts) within the study area during weekday and weekend peak hours. The detailed scope of work is described in Exhibit 2, “Traffic Count Requirements”, of this RFP.
- Review the existing traffic conditions including roadway, bicycle and pedestrian components of the transportation system.

- Review pedestrian access along the corridors, including identification of recommended improvements to sidewalks, signage, lighting, crosswalks, intersection configuration and other safety factors.
- Review bicycle usage along the corridors and identify appropriate strategies to improve bicycle safety and access.
- Prepare 10-year traffic projections for each intersection.
- Analyze existing levels of service.
- Analyze queuing at major intersections.
- Make recommendations on intersection improvements: Serramonte Boulevard & Junipero Serra Boulevard, Serramonte Boulevard & Collins Avenue, Serramonte Boulevard & El Camino Real, Serramonte Boulevard & Hillside Boulevard and Collins Avenue & El Camino Real.
- Develop recommended strategies to improve traffic circulation, turning movements into businesses, and provide safe and accessible roadway network for the vehicles, pedestrians, bicyclists, motorcyclists and transit users in compliance with Town's Complete Street policies described in the 2014 Circulation Element of the General Plan.
- Evaluate the feasibility of providing a connector between Serramonte Boulevard and Collins Avenue.
- Analyze impact of reducing Serramonte Boulevard into one lane in each direction with a center turn lane.

4. Sustainability

- Implement sustainability best practices within Master Plan elements and development regulations.
- Develop a "Green Street" concept for the corridors.
- Ensure efficient vehicular circulation and create an accessible multimodal transportation environment.

SECTION IV – RESPONSIBILITIES AND DELIVERABLES

The Consultant shall be responsible for undertaking the following tasks and deliverables under the scope of work described above in Section III of this RFP, which include, without limitation, the following:

Task 1: Project Management

The selected Consultant will be fully responsible for day-to-day activities that will keep the project on time and budget. The primary work tasks required from the Consultant include, without limitation, the following:

- Attend project meetings;
- Coordinate project activities with all team members;

- Provide detailed work plan;
- Monitor project progress, budget and schedule;
- Manage project deliverables in line with the project plan;
- Perform QA/QC; and
- Maintain control of project documents and files.

Deliverables:

- *Detailed work plan;*
- *Project schedule;*
- *Meeting Agendas and Minutes*

Task 2: Project Rollout to the City Council

At the kick-off of the Project, the Consultant will meet with the City Council to introduce their professional team members and describe roles and responsibilities. Consultant will also provide an overview of the Scope of Work, tentative project schedule, and discuss the goals and expectations of the Master Plan.

Consultant will prepare and present a PowerPoint presentation to the City Council demonstrating their experience in Master Planning with success stories of similar projects.

Deliverables:

- *Preparation of a PowerPoint presentation showing the organization chart of the project team, Project Overview, and project schedule;*
- *Introduction on the Consultant's experience in similar projects;*
- *Present at City Council Meeting.*

Task 3: Community Outreach and Public Participation

Prepare and conduct a community outreach process that will allow for the maximum public participation through a variety of strategies, including but is not limited to: surveys, stakeholder interviews, public meetings, workshops, and focus groups especially with members, organizations and businesses from auto row industry and retail sector.

The community outreach process should seek to achieve the followings:

- 1) Educate the public about the Master Plan vision and objectives and the results of initial findings including constraints, opportunities and challenges;
- 2) Provide opportunities for input on projected business and public needs;
- 3) Solicit feedback once conceptual designs are presented; and
- 4) Involve the public in a decision-making process.

This process should also include work sessions with the Town staff and City Council and should result in recommendations concerning the potential improvements to both Serramonte Boulevard and Collins Avenue serving the community's needs and interests.

A detailed community outreach and public participation process should be described in the proposal, including anticipated number and time of meetings, presentations and workshops with Town staff, City Council, stakeholders, community members, and businesses representatives for the duration of the project.

Deliverables:

- Work plan detailing the community outreach strategy and timeline, including:
 - Periodic meetings with Town Staff in regularly scheduled meetings, Monthly or as needed (9 Meetings),
 - Project Rollout to the City Council (1 Meeting),
 - Stakeholder Meeting (1 Meeting),
 - Preliminary Concept Presentation at City Council Meeting (1 Meeting),
 - Community Workshop (Stakeholders and interested Residents) (1 Meeting),
 - Final Concept Design Selection Presentation to the City Council (1 Meeting),
 - Final Master Plan Presentation to the City Council for approval (1 Meeting);
- Graphic, written information and materials (flyers, surveys, questionnaires, press releases, social media, etc.) to support the public outreach efforts;
- Written summary of stakeholders and community input to assess their current and projected public needs.

Task 4: Existing Conditions Survey

Prepare an existing conditions survey that will map the current physical conditions and boundaries of the study area. This survey information will provide a basis for determining the feasibility and costs of the potential improvements.

Consultant will perform a site visit to assess the existing conditions and identify improvements, opportunities and constraints associated with the proposed transformation of Serramonte Boulevard and Collins Avenue into a vibrant and attractive commercial area. These improvements may include, but are not limited to, utilities and the associated structures (manholes, water valves, boxes, inlets, hydrants, poles, vaults etc.) both above and below ground; curb and gutter and sidewalks; median, pavement striping; ramps and crosswalks; existing trees and vegetation within the planting strips as well as behind the sidewalk on both sides of the street; street lights/signals, public signage, travel/turn lanes and widths, driveways; pedestrian access to adjacent businesses; existing land uses; and any physical features not mentioned above but might affect the project.

Consultant will obtain available record information of existing utilities. The Town will assist Consultant to procure utility information from various agencies deemed necessary. Other

items determined to be of importance by the Consultant should also be mapped.

Consultant will provide compiled rights-of-way and boundaries within the project area based on existing record mapping and Official Records. Street centerline will be surveyed and used for right-of-way locations.

This project will require a photometric study for the existing condition. The study should include light level readings at no less than twenty-five (25) foot intervals along the entire corridors and at a distance of twenty-five (25) feet behind the back of sidewalk.

Consultant will prepare a traffic study for the Study Area as per the scope of work described in Exhibit 2, "Traffic Count Requirements", of this RFP. Traffic count data within the project was obtained in October 2013 and will be provided to the Consultant. The Consultant, however, should obtain the latest traffic count data on their own and prepare traffic study with the consideration of the new proposed developments, such as the CarMax dealership on Serramonte Boulevard.

Deliverables:

- *One reproducible hard copy (24" x 36"), one electronic file (pdf and AutoCAD Civil 3D 2013) drawings of the existing conditions survey;*
- *An electronic Aerial Map with a 2' contour interval. Vertical elevations shall be referenced to NAVD88 datum. Horizontal coordinates shall be referenced to the California Coordinate System of 1983 (CCS8);*
- *Photometric study;*
- *Rights-of-Way and Boundaries – Provide compiled rights-of-way and boundaries within the project area based on existing record mapping and Official Records. Street centerline monuments will be surveyed and used for right-of-way locations;*
- *Traffic study/Circulation Report including traffic counts (Average Daily Trips), a narrative communicating potential and recommended strategies for improving the access and circulation of roadway, parking, pedestrian, bicycle and public transportation facilities.*

Task 5: Pre-Design Project Meeting with Town Staff

After the Existing Conditions Survey tasks are completed, Consultant will attend a pre-design project meeting with Town staff. Consultant will present the findings based on studies using PowerPoint, reports, plans and other methods agreed upon by the Town. Consultant and Town staff will have an opportunity to discuss the findings and recommend types of improvements to be presented at the Council meeting.

Deliverables:

- *Preparation of a PowerPoint presentation showing the existing conditions;*
- *Provide recommendations on land uses, site circulation and access, and development options based on economic feasibility and compatibility with the existing businesses;*
- *Attend Pre-Design Meeting;*
- *Preparation of agendas, minutes and compilation of comments from the meeting.*

Task 6: Stakeholder Kick-Off Meeting

Based on the discussions from the Pre-Design Meeting, Consultant will prepare a PowerPoint presentation showing the existing conditions, issues and potential types of improvements to Serramonte Boulevard and Collins Avenue and present it at a stakeholder meeting. The presentation shall include Preliminary Design ideas which are partially developed sketch quality plans with just enough details to convey ideas. Sample streetscape improvements or aesthetic elements from other locations with comparable developments shall be included into the presentation to help stakeholder visualize the possible outcomes. The Town will prepare a noticing list and schedule the meeting at the Town's Community Center. Stakeholder will have an opportunity to offer their comments on the types of improvements that they feel would be most beneficial within the study area.

The participants may require prompting of improvements that could be beneficial. Some improvements to be considered are:

- Wider sidewalks;
- Mid-block high-visibility crosswalks;
- Decorative paving and retaining walls;
- Horizontal and vertical alignment adjustments;
- Uniform landscaping;
- Place to unload car carriers;
- Uniform decorative street lighting;
- Auto Row gateway signage/banners;
- Lighting improvements;
- Pedestrian improvements; and
- Bicycle improvements.

Stakeholders' suggestions will be incorporated into the development of conceptual alternatives that will be presented to them at a future meeting.

Deliverables:

- *Preparation of a PowerPoint presentation showing the existing conditions and Preliminary Concept ideas and additional design ideas/sketches.*
- *Conduct stakeholder Meeting with exercises to solicit stakeholder input, and*
- *Compilation of agenda, minutes and compilation of comments from the meeting.*

Task 7: Preliminary Concept Presentation at Council Meeting

Following the stakeholder meeting, the Consultant will compile feedback from the Stakeholder meeting and work with Town Staff on alternatives that best address the input received. This information will then be presented to the City Council. the existing conditions information. Examples of a few positive streetscape design improvements or elements from other locations with comparable developments should be added into the presentation to help Council members visualize the possible outcomes. Council members will have an opportunity to provide their observations on the existing conditions, stakeholder input received and to make recommendations on the types of improvements and opportunities that they feel would be most beneficial to the Study Area.

Deliverables:

- *Work with Town Staff to compile stakeholder input;*
- *Refinement of the PowerPoint presentation given at the stakeholder meeting showing existing conditions and recommended improvement ideas stakeholders;*
- *Present at City Council Meeting;*
- *Preparation of agenda, minutes and compilation of comments from the meeting.*

Task 8: Concept Design Development

Based on input from stakeholders and the Council member, the Consultant will prepare three (3) Design Concept Plans in 1"=20' scale, with one (1) perspective for each concept, and conduct feasibility review of the concepts with respect to the physical layout, cross-sectional width, consistency with typical design standards and guidelines and the best practice of design, implementation priorities and construction costs. At least one concept should show all the improvements to be implemented within the existing Right of Way. The additional two concepts shall be developed in consultation with Town Staff.

The design concepts should also include recommendations on the reconfiguration of the three-legged intersection of Serramonte Boulevard-Junipero Serra Boulevard-Collins Avenue.

The design concept shall include a representative plan view, cross section and one color perspective rendering for each alternative. Each concept will include material and plant palate examples presented in a color letter sized booklet.

Items that all concepts should consider are:

- Wider sidewalks without obstructions;
- ADA Compliance;
- Vertical and horizontal realignment opportunities;
- At least one mid-block crosswalk;
- Uniform street lighting or other lighting concepts to create a more pleasing night-time

- aesthetic which evens out existing light levels;
- Potential Right-of-way or easement acquisition areas;
- Uniform landscaping along the corridor that accommodates stormwater practices;
- Possible use of decorative retaining walls to create wider sidewalks and landscaping opportunities;
- Driveway conforms for all driveways
- Class 2 or Class 3 bike lane feasibility; and
- Thematic elements and signage.

Deliverables:

- *Three (3) color Design Concept Plans in 1"=20' scale;*
- *Three (3) color perspectives (one for each concept);*
- *Cost estimate for each design concept.*

Task 9: Community Meeting

The Consultant will present the three (3) Concept Design Plans prepared as part of Task 8 with one representative perspective rendering for each alternative at a community meeting with stakeholders and interested residents at the Town's Community Center. The Consultant should be available to respond to the questions/comments from the public during or after the meeting. Consultant will collect, organize and present the inputs received from the public to Town staff.

Deliverables:

- *A PowerPoint presentation showing a minimum of three (3) distinct design concept plans;*
- *Conduct one community meeting; and*
- *Preparation of agendas, minutes and compilation of comments from the meeting.*

Task 10: Final Concept Design Selection

Following the community meeting, the Consultant will present to the City Council the most preferable two (2) concept design plans with the input from the community meeting. One design concept will be selected by the City Council as a preferred alternative. The selection may also include a hybrid of the two design concepts where elements of the two designs are requested.

Deliverables:

- *A refined PowerPoint presentation from the community meeting showing the two (2) preferred concepts;*
- *Present at Council meeting.*

- *Preparation of agendas, minutes and compilation of comments from the meeting.*

Task 11: Final Master Plan

The Consultant will finalize the preferred concept based on the comments received from the City Council and the public. The Consultant will also prepare a feasibility report outlining the estimated project costs and the recommendations on how to implement the preferred alternative. This report shall include the economic analysis outlined in the Section III, Economic Development, scope of work.

The final Master Plan will document the strategies and recommendations for all economic development and physical improvements within the Study Area. It will provide guidelines for reinforcing image and identity of both corridors. It will provide best practices to achieve sustainability targets, and it will summarize opportunities for public and private partnerships.

The Consultant will attend a Council meeting and present the Final Master Plan in a PowerPoint presentation showing the preferred design concept and final feasibility report to the Council members.

Deliverables:

- *Prepare a final feasibility report including the economic analysis;*
- *Prepare administrative draft Final Master Plan for Town Staff review, including executive summary, site plans, section and elevation drawings and three (3) perspective rendering, in addition to:*
 - *Implementation plan for achieving the goals and strategies identified by the study, with the priorities and timeframe; short term (1-2 years), midterm (2-5 years) and long term (5-10 years),*
 - *Itemized construction cost estimate for any new features,*
 - *Research and Analysis findings,*
 - *Summary of community outreach results;*
- *Based on comments on administrative draft, prepare draft Final Master Plan for City Council and stakeholder review (10 copies plus one electronic copy);*
- *Present in PowerPoint the Final Master Plan to the City Council for approval;*
- *Prepare Final City Council approved Master Plan (10 copies plus one electronic copy).*

SECTION V – PROPOSAL REQUIREMENTS

All proposals should adhere to the specified content and sequence of information described by this RFP.

Proposals shall contain the following information in the order listed:

1. Transmittal Letter

The transmittal letter shall be addressed to:

Town of Colma
Department of Public Works
Colma, CA 94014-3212
Attn: Director of Public Works

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address of the office located nearest to Town of Colma from which the project will be managed.

The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Consultant Information, Qualifications & Experience

The Town will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information: Contracting agency name, Contracting agency Project Manager and contact information, Contract amount, Date of contract, Date of completion, Consultant Project Manager and contact information, and Project Description.

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Scope of Work

Include a detailed scope of work statement describing all services to be provided by the consultant, and describe project deliverables for each phase of the work.

5. Project Schedule

The proposal should include a detailed schedule that provide timing for major tasks and various deliverables of the project, beginning with the contract award and ending with adoption of the master plan by the City Council.

6. Proposal Forms

To be deemed responsive to this RFP, proposers must provide the information requested and, where applicable, complete in detail all proposal forms. The appropriate individual(s) authorized to commit the proposer to the project must sign the following Proposal Forms enclosed in Exhibit 3 of this RFP:

- Form A – Addendum Acknowledgment
- Form B – Non-Collusion Declaration
- Form C – Certification of Non-Discrimination
- Form D – Statement of Convictions
- Form E – Previous Disqualifications
- Form F – Certification of Worker’s Compensation Insurance
- Form G – Certification of Prevailing Wage Rates and Records
- Form H – Equal Employment Opportunity Certification

7. Cost Proposal

The proposal shall include a cost proposal for each service described in the scope of works of this RFP. Cost proposal shall be submitted in a separate sealed envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultants have been selected and interviewed. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

The Consultant shall provide an estimate of the total direct and indirect costs to complete all tasks identified in the RFP. A detailed cost breakdown shall include:

- Number of staff hours and hourly rates for each professional and administrative staff who will be involved in this project;
- An estimate of all other direct costs, such as materials and reproduction costs; and
- An estimate of sub-consultant services if needed; all proposed hours and rates shall be itemized by task.

SECTION VI – GENERAL TERMS AND CONDITIONS

Proposal Costs

The Town is not liable for any costs or expenses incurred in the preparation of a response to this RFP. All costs in preparing and submitting a proposal shall be borne by the proposer.

Selection of Consultant

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so. Furthermore, a contract award may not be made based solely on price.

Retention and Use of Proposals

The Town reserves the right to retain all proposals, as well as any reports, data or other material prepared or assembled by bidder and submitted to Town in response to this RFP, and to use any idea in any proposal regardless of whether that proposal is selected.

Public Records Act

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) the Consultant consents to release of such materials by the Town if requested under the Public Records Act without further notice, and (2) The Consultant agrees to indemnify and hold harmless the Town for release of such information.

Failure to Execute Contract

If the Consultant to whom the award is made fails to enter into the contract, the award will be annulled and an award may be made to the next proposer who will fulfill every stipulation as if it were the party to whom the first award was made in the Town's discretion.

Declaration of Non-Collusion

The proposing Consultant shall warrant and covenant that the proposal submitted is not made in the interest of, or on behalf of, any non-disclosed person, partnership, company, association, organization or corporation. Reasonable grounds for believing that a proposer has an interest in more than one proposal will cause rejection of all proposals in which the proposer is interested.

Participants in such collusion may not be considered in future RFP's for the same or similar work. By submitting a signed proposal and the attached Non-Collusion Declaration form (see Form B in Exhibit 3), Consultant certifies that there has been no collusion with any other proposers.

Standard Agreement

Consultants will be required to enter into a Professional Services Agreement (Agreement), which is available in Exhibit 4, "Standard Form of Agreement", of this RFP.

Consultants shall provide a statement in their submission that they are prepared to sign the Agreement unaltered should they be successful in being awarded the contract.

Consultants should familiarize themselves with this Agreement and indicate if they have any issues or needed changes to the form of the Agreement. If no objections are stated, Town will assume the proposer is prepared to sign the Agreement as-is.

Upon acceptance of the proposal, the Town will prepare the Agreement and forward copies to the successful consultant. The consultant must arrange for signing by authorized representatives and promptly return the Agreement for execution by the City Manager.

Insurances

Consultants are to obtain and keep, for the duration of the project, Commercial General Liability, Automobile Liability, Employer's Liability, and Professional Liability Insurance in the amounts and pursuant to the requirements specified in Section 11 of the Agreement.

SECTION VII – PROPOSAL EVALUATION AND SELECTION PROCESS

Evaluation Process

All proposals will be evaluated by a Town Selection Committee (Committee). The Committee may be composed of Town staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Town Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence

or indicative of a failure to comprehend the complexity and risk of the Town' requirements as set forth in this RFP.

The selection process will include oral interviews and presentations. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposals from the most qualified consultants will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process and will be held for consultant pick-up at the delivery location. Upon acceptance of a cost proposal and successful contract negotiations, Committee will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by the Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Evaluation Criteria	Weight
1	Completeness of Response to the RFP	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Work to be Provided	15
5	Project Schedule	10
6	Declaration of Non-Collusion	Pass/Fail
7	Local Presence	4
8	References	6
9	Oral Interview and Presentation	10
10	Cost Proposal	20
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda, if any, and do not address each of the items listed in Section V, "Proposal Requirements", will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the consultant and sub-consultants in performing professional services of a similar nature.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work and project objectives.
- b. Roles and Organization of Proposed Team.
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to Town needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Project Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with the Public Sector
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.

4. Scope of Work to be Provided (15 points)

- a. Detailed Scope of Services to be provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in timeframes to be set forth in the Project Schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.

5. Project Schedule (10 points)

- a. Schedule shows completion of the work and serves as a project timeline, stating all major milestones and required submittals, workshops and presentations in compliance with Town's requirements.
- b. The schedule addresses all knowable phases of the project, in accordance with the Scope of Work and general requirements of this RFP.

6. Declaration of Non-Collusion (Pass/Fail)

- a. Non-Collusion Declaration is material to any contract awarded pursuant to this Proposal.
- b. Non-collusion Declaration must be executed by the member, officer, or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.
- c. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an affidavit must be submitted separately on behalf of each party to the joint venture.
- d. Failure to file a Declaration in compliance with these instructions will result in disqualification of the proposal.

7. Local Presence (4 points)

- a. A statement addressing Consultant's ability to establish an office within the County or surrounding area, if it doesn't already have a presence in Greater San Francisco Bay Area.

8. References (6 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Oral Interview and Presentation (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.
- b. Response to Steering Committee questions raised during the interview.

10. Cost Proposal (20 points)

- a. Cost proposals from the most qualified consultants will be opened and negotiated after completion the evaluation of technical offer.
- b. The proposal with the lowest total cost will receive the highest rating.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating x Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Project Schedule		10	
6	Declaration of Non-Collusion	N/A	Pass/Fail	Pass/Fail
7	Local Presence		4	
8	References		6	
9	Oral Interview and Presentation		10	
10	Cost Proposal		20	
Total:			100	

EXHIBIT 1
SITE VICINITY MAP



TOWN OF COLMA

EXHIBIT 1
SITE VICINITY MAP

- Study Area
- Serramonte Blvd.
- Collins Ave.

EXHIBIT 2

TRAFFIC COUNT REQUIREMENTS

OBJECTIVE

Conduct traffic count services to obtain existing through and turning traffic movement counts for the major intersections, roadways and turning movements into businesses within the study area during weekday and weekend peak hours. The results of the data collected under this contract should provide valuable information for the development of traffic circulation study for Serramonte Boulevard and Collins Avenue Master Plan.

SCOPE OF WORK

The traffic count will involve collection of vehicle, pedestrian, and bicycle counts, including all through and turning movement counts at the following signalized and unsignalized intersections, and machine counts along the following roadways identified on Figure 1 - Traffic Count Locations Map:

➤ Intersections:

1. Target Driveway & Serramonte Blvd
2. Serramonte Blvd & El Camino Real
3. Serramonte Blvd & Hillside Blvd
4. Collins Ave & El Camino Real
5. Collins Ave & Serramonte Blvd
6. Serramonte Blvd & Junipero Serra Blvd
7. Serramonte Blvd & I-280 NB
8. Serramonte Blvd & I-280 SB

➤ Roadways:

- A. Serramonte Blvd West
- B. Serramonte Blvd East
- C. El Camino Real (I-82)
- D. Collins Ave

Vehicle count should also be conducted for turning into and out of adjacent businesses (driveway counts) along Serramonte Boulevard and Collins Avenue.

Classification, Speed and Volume machine counts will be conducted for one week (7 days), and movement counts will be conducted during the week after. No counts should occur in inclement weather (snow/rain storms, etc.). If weather prohibits a count for being taken, the count will then be rescheduled at the earliest convenience of the Consultant and Town. If construction or an accident occurs during a movement count, the count will be re-done at a later date.

In general, movement counts will not occur on holidays, as well as Mondays and Fridays, unless specifically approved by the Town. Counts will not occur within 36-hours before or after any major weekend holiday or extended weekend formed by a Federal, State or local holiday, unless specifically requested.

The data to be counted shall be defined by the Consultant. However, it should include but is not limited to the following tasks:

Task #	Traffic Count Description	Quantity
Task 1	Classification, Speed and Volume (machine counts) for Seven (7) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach counts. Traffic Movements counts will be conducted in a week after	4
Task 2	Two (2) peak hour AM and two peak (2) hour PM of fifteen (15) minute increment Movement Counts	8
Task 3	Two (2) peak hour AM and two (2) peak hour PM of fifteen (15) minute increment Pedestrian/ Bicycle Counts	6

Deliverables:

1. The data collected for all movements and machine counts will be reviewed by the Town before accepting the final package. If upon reviewing the data package, Town determines that the recount is necessary due to data errors, Consultant will be responsible for re-counting at their expense.
2. A hard copy of the traffic count report including the following information: station identification number; road number, direction and lane; weather condition; operator name; and date.
3. An electronic format of the collected data on USB Flash Drive.

Figure 1- Traffic Count Locations

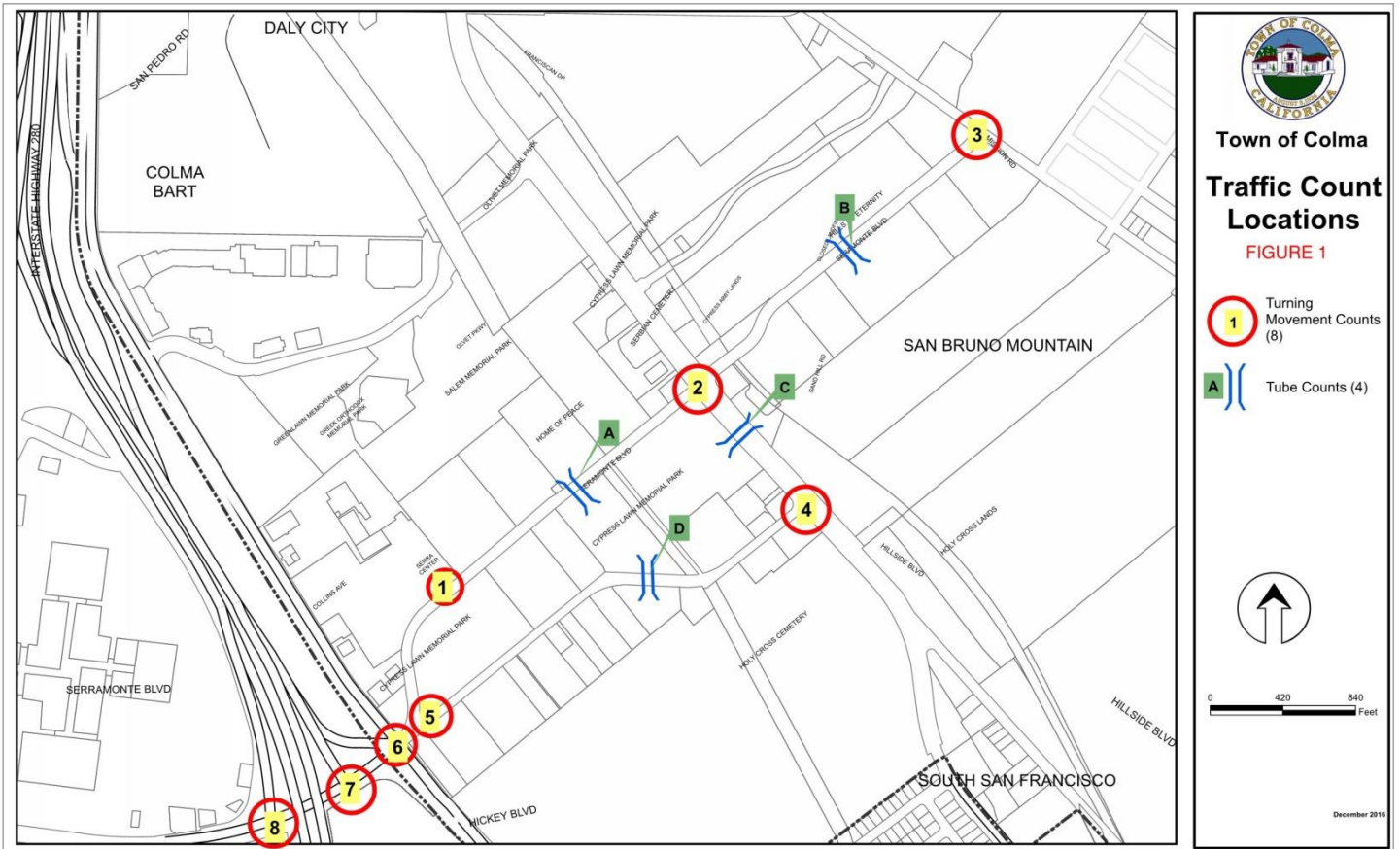


EXHIBIT 3
PROPOSAL FORMS

Form A – Addendum Acknowledgment

Form B – Non-Collusion Declaration

Form C – Certification of Non-Discrimination

Form D – Statement of Convictions

Form E – Previous Disqualifications

Form F – Certification of Worker’s Compensation Insurance

Form G – Certification of Prevailing Wage Rates and Records

Form H – Equal Employment Opportunity Certification

FORM A: ADDENDUM ACKNOWLEDGMENT

WE HEREBY ACKNOWLEDGE ADDENDUM NOS.____, ____ &____, AND HAVE REFLECTED THESE CHANGES IN OUR PROPOSAL.

PROPOSER'S SIGNATURE

FORM B: NON-COLLUSION DECLARATION

State of California

County of San Mateo

_____, being first duly sworn, deposes and says that the Consultant is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from submitting proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Proposer

Business Address

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public in and for the County of _____, State of California.

My commission expires _____, 20

FORM C: CERTIFICATE OF NON-DISCRIMINATION

On behalf of the proposer making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

PROPOSER'S SIGNATURE

FORM D: STATEMENT OF CONVICTIONS

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

PROPOSER'S SIGNATURE

FORM E: PREVIOUS DISQUALIFICATIONS

"I hereby swear, under penalty of perjury, that the below indicated proposer, any officer of such proposer, or any employee of such proposer who has a proprietary interest in such proposer, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

PROPOSER'S SIGNATURE

FORM F: CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as CONSULTANT, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

PROPOSER'S SIGNATURE

FORM G: CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as an authorized representative of the company listed below, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. I further certify that the company and any subcontractors under it shall comply, to the extent applicable, with all requirements of state prevailing wage law, including requirements pertaining to apprenticeship standards, payment of prevailing wage, contractor registration, certified payroll records, labor compliance oversight and hours of work. I understand and agree that it is the company's responsibility to ensure compliance by it and any and all subcontractors performing work on the Project with the foregoing prevailing wage requirements.

PROPOSER'S SIGNATURE

Company Name _____

Signed by (printed) _____

Title _____

Dated _____

FORM H: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The _____ proposed
Consultant _____, hereby certifies that he has
_____, has not _____, participated in a previous contract or subcontract subject to the equal
opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where
required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal
Contract Compliance, a Federal Government contracting or administering agency, or the former
President's Committee on Equal Employment Opportunity, all reports due under the applicable
filing requirements.

PROPOSER'S SIGNATURE

EXHIBIT 4
STANDARD FORM OF AGREEMENT

TOWN OF COLMA

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as _____, 20____ by and between the Town of Colma, a municipal corporation organized and operating under the laws of the State of California ("Town"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). Town and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Town is a public agency of the State of California and is in need of professional services for the following project:

Serramonte Boulevard and Collins Avenue Master Plan
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder in accordance with the "Activity Schedule" set forth in Exhibit "C". The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

c. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

d. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations

performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The Town of Colma, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, its officials, officers, employees and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing coverage at least as broad as the ISO forms referenced above.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, its officials, officers, employees and agents additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain Worker's Compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

(i) Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

(ii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

h. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss. With respect to the Commercial General Liability Policy, the "primary and non-contributory" provision shall be at least as broad as CG 20 01 04 12.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least five years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the Town, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iv) Neither the Town nor its officials, officers, employees and agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing coverage at least as broad as the referenced ISO form. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

i. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Town), indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to

Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its officials, officers, employees and agents.

ii. Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Town, its officials, officers, employees and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Town, its officials, officers, employees and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by the Town, its officials, officers, employees and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the Town, its officials, officers, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its officials, officers, employees and agents.

13. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of

1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Town Material Requirements.

[INTENTIONALLY LEFT BLANK]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

Town of Colma
1198 El Camino Real
Colma, CA 94014

Attn: Sean Rabé, Town Manager
Sean.Rabe@colma.ca.gov

CONSULTANT:

***INSERT NAME, ADDRESS & CONTACT
PERSON***]

With Copy To:

Christopher J. Diaz, Town Attorney
c/o Best Best & Krieger LLP
2001 North Main Street, Suite 390
Walnut Creek, CA 94596

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be

modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF COLMA
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF COLMA

CONSULTANT

Approved By:

Signature

Sean Rabé
Town Manager

Name

Approved as to Form:

Title

Christopher J. Diaz
Town Attorney

Date

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice Town on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Town regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule